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8/11/2014

TCAPR CONTRACT NO. 008

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract-Agreement made on August 11, 2014, between TCAPR Corp., by and through its President Arnaldo Claudio, with an address of Plaza 6 #59, Gran Yista 2, Gurabo, PR 00778 (the "Corporation"), a corporation organized under the laws of the Commonwealth of Puerto Rico; and Marcos F. Soler, with an address of 20 Orbit Lane, Staten Island, NY 10314 (the "Professional").

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2014 SEP 4 PM 2:16
CLERK OF COURT
U.S. DISTRICT COURT
ANNEX
JANUARY 10, 2014

**SECTION ONE.
SCOPE OF PROFESSIONAL SERVICES**

- A. Professional shall, at the request of the Corporation, provide services under the terms of this Agreement. Professional's work product will be reviewed from time to time by the Corporation for purposes of determining that the services provided are within the scope of this Agreement.
- B. The services of Professional shall include, but are not limited to expert advice and support to the TCA in reviewing policies and training curricula, assessing action plans; and, drafting model policies, curricula and action plans pertaining the PRPD Reform.
- C. Professional will perform the services as scheduled, at the TCA Offices. The Professional will also be available to perform duties via Telework, previous agreement of both parties.

**SECTION TWO.
FEES AND COMPENSATION**

Professional shall be reimbursed for professional services rendered according to the terms of this Agreement as follows:

- A. Total compensation of \$1,300.00 per day, shall be payable to Marcos F. Soler for services rendered at the TCA Offices.
- B. Services shall be rendered and payment for such services shall be made at the end of each period, throughout the duration of this Agreement. Payment shall only be made pursuant to a certification of workable days presented monthly. Professional will submit an invoice upon completion of each workable period.
- C. Professional will perform duties via Telework, previous agreement of both parties, at a fee to be determined in accordance to the specific circumstances of the services to be rendered at the time. An invoice showing the amount of hours and allocation of services rendered during the billing period, will be submitted at the end of each period.
- D. TCAPR Corp. shall not reimburse Professional's out of pocket expenses under this Agreement
- E. TCAPR Corp. will submit all invoices to the Court for approval, within the first ten (10) days of the month. Subject to the United States District Court for the District of Puerto Rico's approval and release of funds, invoices will be paid within ten (10) days of the release of funds from the

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any party, without notice to the nonterminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement.

D. Notwithstanding Professional's relationship with Corporation, the Confidentiality Agreement will remain in effect for the full extent of the TCA's appointment.

SECTION FOUR. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Professional to be an officer or official of TCAPR Corp. By executing this Agreement, the parties to this Agreement certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

SECTION FIVE. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico. In the event of any proceedings regarding this Agreement, the parties agree that the venue shall be the state courts of the Commonwealth of Puerto Rico or the U.S. District Court for the District of Puerto Rico. All parties consent to personal jurisdiction and venue in such court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising under this Agreement. Service of process may be accomplished by following the procedures prescribed by law.

SECTION SIX. AUTHORITY

Professional, by execution of this Agreement, does warrant and represent that Professional is qualified to do business in the Commonwealth of Puerto Rico and has full right, power and authority to enter into this Agreement.

SECTION SEVEN. ETHICS, CONDUCT AND CONFLICTS OF INTEREST

A. Professional is precluded to provide the same or related services to other parties that would present a conflict with the TCA and Corporation's responsibilities under Case No. 3:12-cv-2039-GAG's Agreement.

B. Professional shall not make any public statements, issue any findings nor disclose non-public

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SECTION EIGHT. OWNERSHIP OF WORKPRODUCT

Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this contract are the property of the TCAPR Corp. Professional agrees that all copyrights which arise from creation of the work pursuant to this contract shall be vested in the TCAPR Corp. and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the TCAPR Corp. TCAPR Corp. acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Professional makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

SECTION NINE. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth in this Agreement and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative to such subject matter. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties to this Agreement.

SECTION TEN. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision under this Agreement.

Signed in San Juan, Puerto Rico; today, August 11, 2014.

By:



Arnaldo Claudio (Corporation)
TCAPR Corp.-President



Marcos F. Soler (Professional)